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**FILED**

MAR 27 2019

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

8 Attorney for Andrew M. Kleiber,  
9 Marisa T. Mulladi-Kleiber, John L. Hansen,  
10 Adam J. McNulty, Lucille J. McNulty,  
11 Mario Oliveros, Jr. and Phoebe Wong-Oliveros

12 UNITED STATES BANKRUPTCY COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 In re ) **Bankruptcy Case Nos.: 19-30088 DM**  
16 PG&E CORPORATION, INC., ) **Chapter 11**  
17 ) **Hon. Dennis Montali**  
18 ) **(Lead Case) (Jointly Administered)**  
19 Debtor in Possession )  
20 ) **DECLARATION OF MARIO OLIVEROS**  
21 Defendants. ) **IN SUPPORT OF JOINDER TO MOTION**  
22 ) **OF DEBTORS PURSUANT TO 11 U.S.C.**  
23 ) **§§ 105(a), 362, AND 363 AND FED. R.**  
24 ) **BANKR. P. 2002, 4001, AND 6004**  
25 )  
26 ) **Date: April 10, 2019**  
27 ) **Time: 1:30 p.m. (Pacific Time)**  
28 ) **Place: United States Bankruptcy Court**  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102  
**Objection Deadline: April 3, 2019, 4:00 p.m.**

29 **TO THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY**  
30 **JUDGE, DEBTOR, DEBTOR'S ATTORNEY, THE UNITED STATES TRUSTEE AND**  
31 **OTHER PARTIES IN INTEREST:**

32 I am the owner of 2058 Drake Drive on Oakland, California. PG&E filed an eminent  
33 domain lawsuit against me to take an easement on my property and to erect two large PG&E

1 electrical towers and power lines on or adjacent to my property altering the view from my home  
2 in a very negative way. Attached hereto as Exhibit A is a copy of the complaint PG&E filed  
3 against me. I did not ask to lose my property and I did not want this project on or near my  
4 property. Every day my family and I have to look at the enormous PG&E towers and wires from  
5 my home. Numerous trees and bushes have already been removed by PG&E. My property has  
6 already suffered a substantial decrease in value caused by PG&E.

7 I have not been compensated one single dollar for this loss. On December 6, 2018 we  
8 attended mediation at JAMS in San Francisco and my case was settled for \$130,000.00. PG&E  
9 thereafter declared bankruptcy and I have not received any portion of this settlement.

10 I declare under penalty of perjury under the laws of the State of California that the  
11 foregoing is true and correct and if called as a witness I could competently testify to the truth of  
12 the matters asserted therein. Executed this 21 day of March, 2019.

13  
14 Mario Oliveros  
15 Mario Oliveros  
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# EXHIBIT A

1 ELIZABETH A. COLLIER (State Bar No. 148537)  
2 CESAR V. ALEGRIA, JR. (State Bar No. 145625)  
3 PACIFIC GAS AND ELECTRIC COMPANY  
4 77 Beale Street, B30A  
5 San Francisco, CA 94105  
6 Telephone: (415) 973-0360

7 Please Direct All Correspondence To:

8 CHRISTOPHER J. GONZALEZ (State Bar No. 227804)  
9 CJG LEGAL  
10 200 Pringle Ave, Suite 400  
11 Walnut Creek, CA 94596  
12 Telephone: (925) 464-2121  
13 chris@cjglegal.com

14 Attorneys for Plaintiff  
15 PACIFIC GAS AND ELECTRIC COMPANY

16 SUPERIOR COURT OF CALIFORNIA  
17 COUNTY OF ALAMEDA

18 PACIFIC GAS AND ELECTRIC  
19 COMPANY,

20 Plaintiff,

21 v.

22 MARIO OLIVEROS JR; PHOEBE  
23 WONG-OLIVEROS; OLD REPUBLIC  
24 TITLE COMPANY; MORTGAGE  
25 ELECTRONIC REGISTRATION  
26 SYSTEMS, INC.; RPM MORTGAGE,  
27 INC.; JPMORGAN CHASE BANK, N.A.;  
28 and DOES 1 through 50 inclusive,

Defendants.

Case No. **RG17887360**

**COMPLAINT IN EMINENT DOMAIN**

**(JURY TRIAL DEMANDED)**

APN: 048E-7348-059

ENDORSED  
FILED  
ALAMEDA COUNTY  
DEC 22 2017

CLERK OF THE SUPERIOR COURT  
By MICHELLE BANKS  
Deputy

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY (hereinafter referred to as  
"PG&E") alleges as follows:

1. PG&E is a public utility corporation, duly organized and existing under, and by  
virtue of, the laws of the State of California, with its principal place of business in the City and  
County of San Francisco.

2. The names and capacities of the known defendants (collectively "Owner") and their possible interests in the property at issue (described in Paragraph 4) are set forth below for the convenience of the Court. These data are based on information and belief, and are not allegations by which PG&E intends to be bound.

**Defendant**

**Apparent Property Interest**

MARIO OLIVEROS JR; and  
PHOEBE WONG-OLIVEROS

Fee ownership interest.

OLD REPUBLIC TITLE COMPANY

Trustee under deed of trust recorded March 19, 2015, in Alameda County as Document No. 2015-077948 (the "2015 DOT")

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.;

Beneficiary under 2015 DOT, as nominee for Lender (see next item)

RPM MORTGAGE, INC.;

Lender under 2015 DOT

JPMORGAN CHASE BANK, N.A.

Trustee, lender, and beneficiary under deed of trust recorded June 3, 2016, in Alameda County as Document No. 2016-139904 (the "2016 DOT")

3. PG&E does not know the true names or capacities of defendants sued herein as DOES 1 through 50, inclusive, nor the interests which they claim in the property, if any. PG&E will, upon ascertaining their true names, substitute the true names for such fictitious names by amendment to this Complaint.

4. Defendants, and each of them, claim some right, title or interest in a parcel of vacant/unimproved real property situated in the Shepherd Canyon Park area of Oakland, Alameda County, California, and more particularly described as follows:

LOT 421, OF MONTCLAIR HIGHLANDS, ACCORDING TO THE MAP  
THEREOF FILED SEPTEMBER 11, 1925, MAP BOOK 4, PAGE 88,  
ALAMEDA COUNTY RECORDS.

(Alameda County Assessor's Parcel Number 048E-7348-059, and hereafter the "Property.")

## BACKGROUND

5. One of PG&E's top priorities is to ensure the safety and reliability of its electric transmission system.

6. In June 2016, a private property owner contacted PG&E and requested it review the safety and stability of two of PG&E's lattice steel electrical towers in the Shepherd Canyon area of Oakland. PG&E noted potential slope instability where the towers are presently located and a resulting structural impact to the legs of those towers. PG&E made a temporary fix at that time.

7. Following the temporary fix, and after a comprehensive inspection and evaluation of the system, PG&E determined that it is necessary to relocate approximately 1,600 linear feet of existing overhead Moraga -- Oakland 115kv electric transmission lines in Shepherd Canyon to mitigate safety concerns over slope stability. More specifically, PG&E needs to replace those two existing towers with two self-weathering tubular steel poles ("TSPs"), and relocate them to a more stable area approximately 170 and 250 feet north of their current location.

8. This will result in a slight realignment of the overhead lines, and the potential for the overhead lines to sway or swing over private property. It is therefore critical that PG&E obtain new overhead rights, including the right to ensure adequate clearance between PG&E's lines and any existing structures or vegetation. To that end, PG&E requires the acquisition of electric transmission and vegetation management easements from a number of residential properties which are adjacent to the project area, including the Property at issue in this action.

9. Public interest and necessity require the Project in order for PG&E to protect the integrity of its facilities, and for PG&E to continue providing safe and reliable electricity service to the public.

## PROJECT DETAILS

10. PG&E is undertaking a project entitled the Moraga-Oakland 115kv Tower Replacement Project (the "Project"). PG&E's present intended scope of work includes the installation of overhead crossarms, wires and cables necessary for the transmission and

1 distribution of electric energy, and for communication purposes. Specific to the Property, PG&E  
2 seeks the following rights:

3 A. An easement to suspend, replace, remove, maintain and use such  
4 crossarms, wires and cables (supported by or suspended from poles, towers,  
5 or other structures located on lands adjacent to the Property) as PG&E shall  
6 from time to time deem to be reasonably required for the transmission and  
7 distribution of electric energy, and for communication purposes, together  
8 with a right of way, on, along and in all of the easement area lying within  
9 the Property. The easement area is described on EXHIBIT A, and shown on  
10 EXHIBIT A-1.

11 B. The right of ingress to and egress from said easement area over and  
12 across the Property by means of roads and lanes thereon, if such there be,  
13 otherwise by such route or routes as shall occasion the least practicable  
14 damage and inconvenience to Owner, provided, that such right of ingress  
15 and egress shall not extend to any portion of said lands which is isolated  
16 from said easement area by any public road or highway, now crossing or  
17 hereafter crossing said lands.

18 C. The right, from time to time, to trim or to cut down any and all  
19 trees and brush now or hereafter within said easement area, and shall have  
20 the further right, from time to time, to trim and cut down trees and brush  
21 along each side of said easement area which now or hereafter in the opinion  
22 of PG&E may interfere with or be a hazard to the facilities installed  
23 hereunder, or as PG&E deems necessary to comply with applicable state or  
24 federal regulations.

25 D. The right to install, maintain and use gates in all fences which now  
26 cross or shall hereafter cross said easement area.

27 E. The right to mark the location of said easement area by suitable  
28 markers set in the ground; provided that said markers shall be placed in  
fences or other locations which will not interfere with any reasonable use  
the Owner shall make of said easement area.

F. PG&E will covenant and agree:

- i. Not to fence said easement area;
- ii. To repair any damage it shall do to Owner's private roads or lanes on the Property;
- iii. To indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by the owner's comparative negligence or willful misconduct; and

G. PG&E confirms the Owner reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level in said easement area, or



1 construct any fences that will interfere with the maintenance and operation  
2 of said facilities.

3 H. The provisions and rights sought herein shall inure to the benefit of  
4 and bind the successors and assigns of the respective parties, and all  
5 covenants shall apply to and run with the land.

6 11. Because PG&E already has existing facilities adjacent the Property, this location  
7 is ideal for the Project. A depiction of the Property, and its relation to the Project is included  
8 herewith as EXHIBIT B.

9 12. PG&E has authority to exercise the power of eminent domain under Public  
10 Utilities Code sections 612 and 613, and Code of Civil Procedure sections 1230.010, et seq., and  
11 1240.120. Exercise of this power is proper in this case.

12 13. The rights/property sought to be condemned for the Project are necessary for the  
13 project and the public good. The Project is planned and located in a manner that is the most  
14 compatible with the greatest public good and with the least private injury. PG&E has made the  
15 offer required by Government Code section 7267.2 to the owners of the Property. PG&E has also  
16 deposited with the State Condemnation Deposit Fund probable just compensation for the  
17 easement rights being acquired.

18 14. WHEREFORE, PG&E prays that the property interests and obligations as herein  
19 described, and as depicted on EXHIBIT A and A-1, be condemned for the use of PG&E, that just  
20 compensation due to the Defendants for the taking of this property be ascertained, that any liens  
21 and encumbrances against said property be deducted from the judgment, and that PG&E have  
22 such other and further relief as the Court may deem necessary and proper.

23 Dated: December 22, 2017

CJG LEGAL

24 By: 

25 CHRISTOPHER J. GONZALEZ  
26 Attorneys for Plaintiff  
27 PACIFIC GAS AND ELECTRIC  
28 COMPANY



# **EXHIBIT A**

LD 2301-03-2182

2017196 (01-16-020) 7 17 2

Moraga - Oakland NEW TWR 2/19 & 2/21


**EXHIBIT "A"**

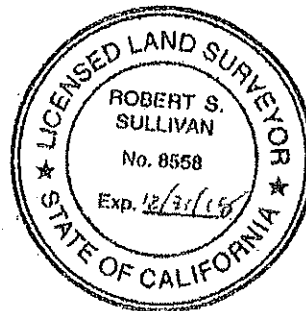
A portion of Lot 421 as shown on the map of Montclair Highlands filed for record September 11, 1925 in Book 4 of Maps at page 88, Alameda County Records, being more particularly described as follows:

Beginning at the southeast corner of said Lot 421 and thence along the easterly boundary line of said lot

- (1) north  $05^{\circ}40'00''$  east 50.00 feet to the northeast corner of said lot; thence leaving said easterly boundary line and running along the northerly boundary line of said lot
- (2) north  $84^{\circ}19'31''$  west 22.68 feet; thence leaving said northerly boundary line
- (3) from a tangent line that bears south  $15^{\circ}59'52''$  west, on a curve to the left, having a radius of 5000 feet, through a central angle of  $0^{\circ}34'33''$ , an arc distance of 50.24 feet to the southerly boundary line of said lot; thence along said southerly boundary line
- (4) South  $83^{\circ}22'10''$  East 31.45 feet to the point of beginning.

Containing an area 1,350 square feet, more or less.

  
Robert S. Sullivan, PLS 8558 11-3-17



# **EXHIBIT A-1**

(T 1S, R 3W, SEC. 21, S/W 1/4, M.D. & M.)

APN 48E-7348-058  
KLEIBER  
LOT 420

APN 48E-7348-59  
OLIVEROS  
2015077947 A.C.R.  
LOT 421

APN 48E-7348-60  
YEE  
LOT 422

APN 48E-7348-61  
LARRISON  
LOT 423

APN 48E-7348-062  
FLETCHER  
LOT 424

APN 48E-7348-071  
GREEN  
LOT 425

APN 48E-7348-63  
MORAGA  
LOT 427

N84°19'31"W

TANGENT  
S15°59'52"W

$\Delta = 0^\circ 34' 33''$   
R=5000'  
L=50.24'

AREA BEING DESCRIBED  
LD 2301-03-2182  
AREA = 1,350± SQ. FT.

S83°22'10"E

P.O.B.

22.68'

50.00'

N05°40'00"E

31.45'

NEW TWR 2/21

ELECTRIC TRANSMISSION LINE  
OF  
PACIFIC GAS & ELECTRIC COMPANY  
DIST. 2021 OAKLAND, CALIF.  
1867-19

SCALE 1" = 40'

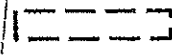
EXISTING  
TWR  
002/19

EXISTING  
TWR  
002/21

CITY OF OAKLAND  
APN 048E-7348-67

DRAKE DRIVE

LEGEND



PROPOSED PG&E EASEMENT  
PARCEL LINE  
EXISTING P.G.&E. EASEMENT  
POINT OF BEGINNING  
ALAMEDA COUNTY RECORDS

P.O.B.

A.C.R.

AUTHORIZATION  
74008842

BY J. WALLER  
DR V. SARDON  
CH P. GEISINGER  
O.K. R. SULLIVAN

DATE 7/12/17

EXHIBIT "A-1"  
LAND OF OLIVEROS  
MORAGA - OAKLAND TWR 2/21  
APN: 48E-7348-59  
OAKLAND

PACIFIC GAS AND ELECTRIC COMPANY

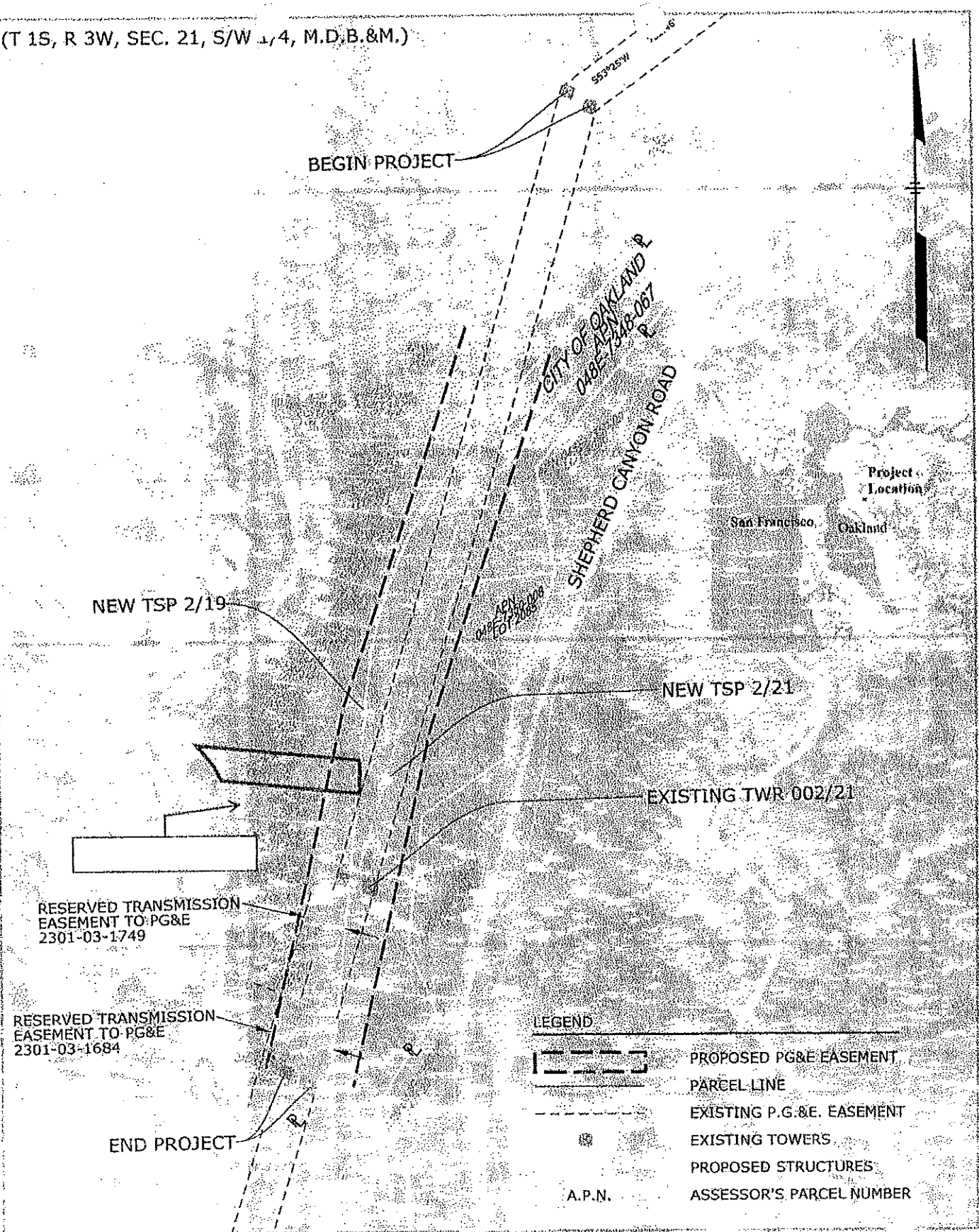


JCN 01-16-020  
AREA 2  
COUNTY ALAMEDA  
SCALE 1" = 40'

SHEET NO. 1 OF 1  
DRAWING NUMBER  
EXHIBIT "A-1" 1

# **EXHIBIT B**

(T 1S, R 3W, SEC. 21, S/W 1/4, M.D.B.&M.)



AUTHORIZATION  
74008842

BY  
DR  
CH  
O.K.

DATE NOVEMBER 2017

EXHIBIT "B"  
PROJECT EXTENTS  
MORAGA - OAKLAND TOWER REPLACEMENT

PACIFIC GAS AND ELECTRIC COMPANY

San Francisco, California



JCN 01-16-020  
AREA NORTH COAST  
COUNTY ALAMEDA  
SCALE 1" = 200'

SHEET NO. 1 OF 1  
DRAWING NUMBER  
EXHIBIT "B"